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LTD, and SIMON BEARD

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1661, INC. d/b/a GOAT, a Delaware
corporation,

Plaintiff,

v.

CULTURE KINGS USA, INC., a
Delaware corporation; TF
INTELLECTUAL PROPERTY PTY
LTD., an Australian proprietary limited
company; and SIMON BEARD, an
individual,

Defendant(s).

Case No. 2:24-cv-08420-DSF-MAA

Hon. Dale S. Fischer

**[PROPOSED] STIPULATED
PROTECTIVE
ORDER GOVERNING
CONFIDENTIAL MATERIALS**

1 Plaintiff 1661, Inc. d/b/a GOAT (“Plaintiff”) and Defendants Culture Kings
2 USA, Inc. (“Culture Kings”), TF Intellectual Property Pty Ltd (“TFIP”), Simon
3 Beard (“Beard”) (Culture Kings, TFIP, and Beard are collectively referred to as
4 “Defendants”) (altogether, “the Parties”) stipulate as follows:

5 **1. PURPOSES AND LIMITATIONS**

6 Discovery in this action is likely to involve production of confidential,
7 proprietary, private, or trade secret information for which special protection from
8 public disclosure and from use for any purpose other than prosecuting or defending
9 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
10 petition the Court to enter the following Stipulated Protective Order Governing
11 Confidential Materials (“Stipulated Protective Order”). The parties acknowledge
12 that this Stipulated Protective Order does not confer blanket protections on all
13 disclosures or responses to discovery and that the protection it affords from public
14 disclosure and use extends only to the limited information or items that are entitled
15 to confidential treatment under the applicable legal principles. The parties further
16 acknowledge, as set forth in Section 12.3 below, that this Stipulated Protective
17 Order does not entitle them to file confidential information under seal; Local Rule
18 79-5 sets forth the procedures that must be followed and the standards that will be
19 applied when a party seeks permission from the Court to file material under seal.

20 **2. GOOD CAUSE STATEMENT**

21 This action involves claims of trademark infringement, unfair competition,
22 and false designation of origin brought under the Lanham Act and common law,
23 and trademark cancellation brought under the Lanham Act. Therefore, the parties
24 anticipate that discovery in this matter may call for the disclosure of, among other
25 things, trade secrets, customer information and pricing lists and other valuable
26 research, development, commercial, financial, technical and/or proprietary
27 information for which special protection from public disclosure and from use for
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1 any purpose other than prosecution of this action is warranted. Such confidential
2 and proprietary materials and information consist of, among other things,
3 confidential business or financial information, such as marketing strategies,
4 information regarding confidential business practices, or other confidential
5 research, development, or commercial information, non-public information
6 implicating privacy rights of third parties, including personally identifying
7 information, customer contact information, marketing strategies, and other
8 identifying information of both parties and non-parties, and information otherwise
9 generally unavailable to the public, or which may be privileged or otherwise
10 protected from disclosure under state or federal statutes, court rules, case decisions
11 or common law. The parties further anticipate that discovery may call for the
12 disclosure of highly confidential information, including competitively sensitive and
13 proprietary information such as marketing and business plans, financial
14 information, and other proprietary information such as marketing and business
15 plans, financial information, and other proprietary information related to customer
16 relationships or information implicating privacy rights of third parties. Accordingly,
17 to expedite the flow of information, to facilitate the prompt resolution of disputes
18 over confidentiality of discovery materials, to adequately protect information the
19 parties are entitled to keep confidential, to ensure that the parties are permitted
20 reasonable necessary uses of such material in preparation for and in the conduct of
21 trial, to address their handling at the end of the litigation, and to serve the ends of
22 justice, a protective order for such information is justified in this matter. It is the
23 intent of the parties that information will not be designated as confidential or highly
24 confidential for tactical reasons and that nothing be so designated without a good
25 faith belief that it has been maintained in a confidential, non-public manner, and
26 there is good cause why it should not be part of the public record of this case.
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1 **3. DEFINITIONS**

2 3.1 Action: *1661, Inc. v. Culture Kings USA, Inc., et al.*, Civil Action No.
3 2:24-cv-0842-DSF-MAA.

4 3.2 Challenging Party: A Party or Nonparty that challenges the designation
5 of information or items under this Stipulated Protective Order.

6 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
7 how it is generated, stored or maintained) or tangible things that
8 qualify for protection under Federal Rule of Civil Procedure 26(c), and
9 as specified above in the Good Cause Statement.

10 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
11 their support staff).

12 3.5 Designating Party: A Party or Nonparty that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—
15 ATTORNEYS’ EYES ONLY.”

16 3.6 Disclosure or Discovery Material: All items or information, regardless
17 of the medium or manner in which it is generated, stored, or
18 maintained (including, among other things, testimony, transcripts, and
19 tangible things), that is produced or generated in disclosures or
20 responses to discovery in this matter.

21 3.7 Expert: A person with specialized knowledge or experience in a matter
22 pertinent to the litigation who (1) has been retained by a Party or its
23 counsel to serve as an expert witness or as a consultant in this Action,
24 (2) is not a past or current employee of a Party or of a Party’s
25 competitor, and (3) at the time of retention, is not anticipated to
26 become an employee of a Party or of a Party’s competitor.

27 3.8 In-House Counsel: Attorneys, paralegals, and other legal department
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1 personnel, who are employees of a party to this Action. In-House
2 Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 3.9 Nonparty: Any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this Action.

6 3.10 Outside Counsel of Record: Attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to
8 this Action and have appeared in this Action on behalf of that party or
9 are affiliated with a law firm which has appeared on behalf of that
10 party, and includes support staff.

11 3.11 Party or Parties: Any party to this Action, including all of its officers,
12 directors, employees, consultants, and retained experts.

13 3.12 Producing Party: A Party or Nonparty that produces Disclosure or
14 Discovery Material in this Action.

15 3.13 Professional Vendors: Persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating,
17 preparing exhibits or demonstrations, and organizing, storing, or
18 retrieving data in any form or medium) and their employees and
19 subcontractors.

20 3.14 Protected Material: Any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 3.15 Receiving Party: A Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 3.16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
26 Information or Items: Certain limited information (regardless of how it
27 is generated, stored or maintained) or tangible things that qualify for
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1 “CONFIDENTIAL” designation under Section 3.3 of this Stipulated
2 Protective Order and the authority cited therein, that is competitively
3 sensitive and constitutes or contains: (1) technical information such as
4 product design or formulation, (2) information within the definition of
5 trade secret provided by state or federal law, (3) formulae or source
6 code, (4) research and development information, (5) customer lists, (6)
7 sales, cost, pricing, or other financial information, (7) plans for
8 strategic business initiatives or marketing plans, or (8) any other
9 information that disclosure of which to another Party or Nonparty
10 would create a substantial risk of serious harm that could not be
11 avoided by less restrictive means.

12 **4. SCOPE**

13 The protections conferred by this Stipulated Protective Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material. All
18 notes, memoranda, reports, and other written communications that reveal or discuss
19 information contained in Protected Materials will be given the same protections
20 under this Stipulated Protective Order as though they were designated as Protected
21 Material.

22 However, the protections conferred by this Stipulated Protective Order do not
23 cover the following information: (1) any information that is in the public domain at
24 the time of disclosure to a Receiving Party or becomes part of the public domain
25 after its disclosure to a Receiving Party as a result of publication not involving a
26 violation of this Stipulated Protective Order, including becoming part of the public
27 record through trial or otherwise; and (2) any information known to the Receiving
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1 Party prior to the disclosure or obtained by the Receiving Party after the disclosure
2 from a source who obtained the information lawfully and under no obligation of
3 confidentiality to the Designating Party.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Stipulated Protective Order does not govern the use of Protected
6 Material at trial.

7 **5. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Stipulated Protective Order shall remain in effect until a
10 Designating Party agrees otherwise in writing or a court order otherwise directs.
11 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
12 defenses in this Action, with or without prejudice; and (2) final judgment herein
13 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
14 reviews of this Action, including the time limits for filing any motions or
15 applications for extension of time pursuant to applicable law.

16 **6. DESIGNATING PROTECTED MATERIAL**

17 6.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Nonparty that designates information or items for
19 protection under this Stipulated Protective Order must take care to
20 limit any such designation to specific material that qualifies under the
21 appropriate standards. To the extent it is practical to do so, the
22 Designating Party must designate for protection only those parts of
23 material, documents, items or oral or written communications that
24 qualify so that other portions of the material, documents, items or
25 communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this Stipulated Protective Order.

27 Mass, indiscriminate or routinized designations are prohibited.
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Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable or mistaken designation.

6.2 Manner and Timing of Designations.

Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires the following:

- (a) For information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings): The Producing Party must affix at a minimum, the legend "CONFIDENTIAL", or the legend "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (or "HIGHLY CONFIDENTIAL—AEO" as space permits), to each page that contains Protected Material, including on each page of any electronically produced document. If only a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected
2 portion(s) (*e.g.*, by making appropriate markings in the
3 margins).

4 A Party or Nonparty that makes original documents or
5 materials available for inspection need not designate them for
6 protection until after the inspecting Party has indicated which
7 documents or materials it would like copied and produced.
8 During the inspection and before the designation, all of the
9 documents and materials made available for inspection shall be
10 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.” After the inspecting Party has
12 identified the documents and materials it wants copied and
13 produced, the Producing Party must determine which
14 documents, or portions thereof, qualify for protection under this
15 Stipulated Protective Order. Then, before producing the
16 specified documents, the Producing Party must affix the legend
17 “CONFIDENTIAL” or the legend “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY” to each page that contains
19 Protected Material. If only a portion or portions of the material
20 on a page qualifies for protection, the Producing Party also must
21 clearly identify the protected portion(s) (*e.g.*, by making
22 appropriate markings in the margins).

- 23 (b) For testimony given in depositions or in other pretrial or trial
24 proceedings: All transcripts will automatically be designated
25 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
26 from the day of the deposition or proceeding to thirty calendar
27 days after the final original transcript becomes available for
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1 review. During this period of automatic designation, the
2 Designating Party may provide written designations of those
3 portions of the testimony that qualify for protection under this
4 Stipulated Protective Order. If such written designations are
5 submitted, then the final transcript will be revised to reflect
6 those designations. After the expiration of this period of
7 automatic designation, if no written designations are submitted
8 by the Designating Party, then the entire transcript will be
9 deemed not confidential, and the transcript will be revised to
10 remove all confidentiality designations.

- 11 (c) For information produced in nondocumentary form, and for any
12 other tangible items: the Producing Party must affix the legend
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” (or “HIGHLY
15 CONFIDENTIAL—AEO” as space permits) in a prominent
16 place on the exterior of the container or containers in which the
17 information or item is stored or in some other reasonable fashion
18 depending on the form of the material. If that matter is stored or
19 recorded electronically (including databases, images, or
20 programs stored on computers, discs, networks or backup tapes)
21 and a legend cannot be affixed on it, the Designating Party may
22 designate such material using the legend “CONFIDENTIAL” or
23 the legend “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY” by cover letter identifying the Protected
25 Material. Parties other than the Producing Party shall also have
26 the right to designate such materials for confidential treatment in
27 accordance with this Stipulated Protective Order by written
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1 notice. If only a portion or portions of the information warrants
2 protection, the Designating Party, to the extent practicable, shall
3 designate the protected portion(s) only.

4 6.3 Inadvertent Failure to Designate.

5 If timely corrected, an inadvertent failure to designate qualified
6 information or items does not, standing alone, waive the Designating
7 Party's right to secure protection under this Stipulated Protective Order
8 for such material. Upon timely correction of a designation, the
9 Receiving Party must make reasonable efforts to assure that the
10 material is treated in accordance with the provisions of this Stipulated
11 Protective Order.

12 6.4 FRE 502(d) Order and Clawback Procedure.

- 13 (a) **No Waiver.** If the Producing Party discloses information in
14 connection with this action that the Producing Party thereafter
15 claims to be privileged or protected by the attorney-client
16 privilege or work product protection ("Protected Information"),
17 the disclosure of that Protected Information will not constitute or
18 be deemed a waiver or forfeiture—in this or any other action—
19 of any claim of privilege or work product protection that the
20 Producing Party would otherwise be entitled to assert with
21 respect to the Protected Information and its subject matter.
- 22 (b) **Full Protection.** This Stipulated Protective Order protects any
23 disclosure of Protected Information, whether that disclosure is
24 inadvertent or otherwise.
- 25 (c) **Degree of Care.** Each Party is entitled to decide, in its sole
26 discretion, the appropriate degree of care to exercise in
27 reviewing materials for privilege. Irrespective of the care that is
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1 actually exercised in reviewing materials for privilege, the Court
2 hereby orders that disclosure of Protected Information in
3 discovery conducted in this action shall not waive any claim of
4 privilege or work product protection that the Producing Party
5 would otherwise be entitled to assert with respect to the
6 Protected Information and its subject matter.

7 (d) **Notification.** A Producing Party must notify the Receiving
8 Party, in writing, that it has disclosed that Protected Information
9 without intending a waiver by the disclosure. Upon receipt of
10 such notification, the Receiving Party shall immediately take all
11 reasonable steps to destroy or return all copies, electronic or
12 otherwise, of such document or other information, and shall
13 provide a written certification that it will cease further review,
14 dissemination, and use of the Protected Information. Provided,
15 however, that if the Receiving Party intends to challenge the
16 designation, it may keep a copy of the Protected Information,
17 but must not use or disclose the Protected Information for any
18 purpose other than to the Court for in camera review in
19 determining a privilege challenge. To be clear, the Receiving
20 Party must not review, use, or disclose the Protected Information
21 in any manner until the claim is resolved by an in camera
22 review.

23 (e) **Maximum Protections.** This Stipulated Protective Order shall
24 be interpreted to provide the maximum protection allowed to the
25 Producing Party by Federal Rule of Evidence 502(d). The
26 provisions of Federal Rule of Evidence 502(b)(2) are
27 inapplicable to the production of Protected Information under
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1 this Stipulated Protective Order. However, if for any reason the
2 Court finds that this Section is inapplicable to Protected
3 Information, then Rule 502(b) will apply in its absence.

4 6.5 Applicability to Nonparties. In the course of this action, the Parties
5 may attempt to discover documents and information from Nonparties.
6 Any Nonparty from whom discovery is sought by a Party to this action
7 may avail itself of the protections and limitations of disclosure
8 provided for in this Stipulated Protective Order. The Nonparty shall
9 identify any CONFIDENTIAL or HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY information produced in accordance
11 with this Stipulated Protective Order. The Parties hereby agree to treat
12 any material designated “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and produced by a
14 Nonparty in accordance with the terms of this Stipulated Protective
15 Order. The Parties shall reference this Stipulated Protective Order in
16 any subpoena or discovery request they serve or otherwise provide to
17 any Nonparty.

18 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 7.1 Timing of Challenges.

20 Any Party or Nonparty may challenge a designation of
21 confidentiality at any time that is consistent with the Court’s
22 Scheduling Order.

23 7.2 Meet and Confer.

24 The Challenging Party shall initiate the dispute resolution
25 process, which shall comply with Local Rule 37-1 et seq., and with
26 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
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Conference for Discovery Disputes”).¹

Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

7.3 Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIALS

8.1 Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that reasonably

¹ Judge Audero’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 ensures that access is limited to the persons authorized under this
2 Stipulated Protective Order.

3 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the Court or permitted in writing
5 by the Designating Party, a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL” only to:

- 7 (a) The Receiving Party’s Outside Counsel of Record in this
8 Action, as well as employees of said Outside Counsel of Record
9 to whom it is reasonably necessary to disclose the information
10 for this Action;
- 11 (b) The Receiving Party’s In-House Counsel;
- 12 (c) The officers, directors, and employees of the Receiving Party to
13 whom disclosure is reasonably necessary for this Action;
- 14 (d) Experts (as defined in this Stipulated Protective Order) of the
15 Receiving Party, and their administrative support staff to whom
16 disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);
- 19 (e) The Court and its personnel;
- 20 (f) Court reporters and their staff;
- 21 (g) Professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably
23 necessary or this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 25 (h) The author or recipient of a document containing the
26 information or a custodian or other person who otherwise
27 possessed or knew the information;
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- 1 (i) During their depositions, witnesses, and attorneys for witnesses,
2 in the Action to whom disclosure is reasonably necessary
3 provided: (i) the deposing party requests that the witness sign
4 the “Acknowledgment and Agreement to Be Bound” (Exhibit
5 A); and (ii) the witness will not be permitted to keep any
6 confidential information unless they sign the “Acknowledgment
7 and Agreement to Be Bound,” unless otherwise agreed by the
8 Designating Party or ordered by the Court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal
10 Protected Material may be separately bound by the court
11 reporter and may not be disclosed to anyone except as permitted
12 under this Stipulated Protective Order; and
13 (j) Any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties engaged
15 in settlement discussions.

16 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY” Information or Items.

18 Unless otherwise ordered by the Court or permitted in writing
19 by the Designating Party, a Receiving Party may disclose any
20 information or item designated “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” only to those persons listed in Sections
22 8.2(a)-(b), (e)-(h) and (j) above, as well as experts as set forth in
23 Section 8.2(d) above as long as the procedures set forth in Section 8.4
24 below have been followed:

25 8.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information to
27 Experts. A Receiving Party may disclose any information or item
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1 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” to an Expert as long as five business days have passed without
3 receiving a written objection after serving the Expert’s signed
4 “Acknowledgement and Agreement to Be Bound” on the Designating
5 Party. When serving the signed acknowledgement, the Receiving
6 Party must also disclose the following: (1) the full name of the Expert,
7 (2) a copy of the Expert’s current resume, (3) the Expert’s current
8 employer(s) (4) any litigation in connection with which the Expert has
9 offered expert testimony, including through a declaration, report, or
10 testimony at a deposition or trial, during the preceding five years (by
11 name and number of the case, filing date, and location of court).
12 If the Designating Party objects to the Expert receiving information
13 designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY,” it must object in writing and within five business days after
15 receiving the above information from the Receiving Party. Any such
16 objection must set forth in detail the grounds on which it is based.
17 A Party that receives a timely written objection must meet and confer
18 with the Designating Party (through direct voice to voice dialogue) to
19 try to resolve the matter by agreement within seven days of the written
20 objection. If no agreement is reached, the Party seeking to make the
21 disclosure to the Expert may file a motion seeking permission from the
22 court to do so. Any such motion must describe the circumstances with
23 specificity, set forth in detail the reasons why the disclosure to the
24 Expert is reasonably necessary, assess the risk of harm that the
25 disclosure would entail, and suggest any additional means that could
26 be used to reduce that risk. In addition, any such motion must be
27 accompanied by a competent declaration describing the parties’ efforts
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1 to resolve the matter by agreement (i.e., the extent and the content of
2 the meet and confer discussions) and setting forth the reasons
3 advanced by the Designating Party for its refusal to approve the
4 disclosure.

5 In any such proceeding, the Party opposing disclosure to the Expert
6 shall bear the burden of proving that the risk of harm that the
7 disclosure would entail (under the safeguards proposed) outweighs the
8 Receiving Party's need to disclose the Protected Material to its Expert.

9 8.5 Disclosure Not Otherwise Authorized. In the event that counsel
10 representing any Party in this action believes that it is necessary to
11 disclose Protected Materials to an individual or entity to whom
12 disclosure is not permitted by this Stipulated Protective Order, such
13 counsel shall make a written request to counsel for the Designating
14 Party identifying the individual to whom it is desired to make such
15 disclosure and the specific Protected Materials involved, and notifying
16 the Designating Party that it has five business days to object to such
17 disclosure. Within five business days of the request, counsel for the
18 Designating Party may object to such disclosure by making a written
19 objection. Failure to object constitutes consent to such disclosure.

20 In the event that a Designating Party objects to such disclosure, such
21 Protected Materials shall not be disclosed to any individual other than those to
22 whom disclosure is permitted by the provisions of this Stipulated Protective Order
23 until such dispute has been resolved by agreement of the Parties or, after the Parties
24 engage in a good faith meet and confer about this issue (which conference is to
25 occur within five business days of a written request therefor), by order of the Court.
26 However, both parties agree to act in good faith to approve reasonable requests, if
27 feasible, to use "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
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1 ATTORNEYS' EYES ONLY" information at depositions taken in this action, but
2 acknowledge that requests of this nature should generally be made using the
3 procedure in this Section prior to the deposition if reasonably anticipated.

4 8.6 Authorized Disclosures. Nothing in this Stipulated Protective Order
5 shall preclude any party to the proceeding or their attorneys from:

- 6 (a) Showing materials designated as "CONFIDENTIAL" or
7 "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY"
8 to an individual who either prepared or reviewed the document
9 prior to the filing of this action, or is shown by the document to
10 have received the document.
- 11 (b) Disclosing or using, in any manner or for any purpose, any
12 information, documents, or things from the party's own files.
- 13 (c) Disclosing or using, in any manner or for any purpose, any
14 information, documents, or things obtained from a lawful source
15 other than discovery.
- 16 (d) Disclosing or using, in any manner or for any purpose, any
17 information, document, or thing that is at the time of production
18 or disclosure, or subsequently becomes, through no wrongful act
19 or failure to act on the part of the Receiving Party, generally
20 available to the relevant public through publication or otherwise,
21 or is already rightfully in the possession of the Receiving Party
22 at the time of production.

23 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

25 If a Receiving Party is served with a subpoena or a court order issued in other
26 litigation that compels disclosure of any information or items designated in this
27 Action by the Designating Party as "CONFIDENTIAL," or "HIGHLY
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CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

10.1 Notification.

In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party

1 shall:

- 2 (a) Promptly notify in writing the Requesting Party and the
3 Nonparty that some or all of the information requested is subject
4 to a confidentiality agreement with a Nonparty;
5 (b) Promptly provide the Nonparty with a copy of the Stipulated
6 Protective Order in this Action, the relevant discovery
7 request(s), and a reasonably specific description of the
8 information requested; and
9 (c) Make the information requested available for inspection by the
10 Nonparty, if requested.

11 10.2 Conditions of Production.

12 If the Nonparty fails to seek a protective order from this Court
13 within fourteen (14) days after receiving the notice and accompanying
14 information, the Receiving Party may produce the Nonparty's
15 confidential information responsive to the discovery request. If the
16 Nonparty timely seeks a protective order, the Receiving Party shall not
17 produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Nonparty before a
19 determination by the Court. Absent a court order to the contrary, the
20 Nonparty shall bear the burden and expense of seeking protection in
21 this Court of its Protected Material.

22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party immediately must, and no later
26 than two business days after learning of such disclosure, (1) notify in writing the
27 Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
28

1 all unauthorized copies of the Protected Material, (3) inform the person or persons
2 to whom unauthorized disclosures were made of all the terms of this Stipulated
3 Protective Order, and (4) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief.

7 Nothing in this Stipulated Protective Order abridges the right of
8 any person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections.

10 By stipulating to the entry of this Stipulated Protective Order, no
11 Party waives any right it otherwise would have to object to disclosing
12 or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right
14 to object on any ground to use in evidence of any of the material
15 covered by this Stipulated Protective Order.

16 12.3 Filing Protected Material.

17 A Party that seeks to file under seal any Protected Material must
18 comply with Local Rule 79-5. Protected Material may only be filed
19 under seal pursuant to a court order authorizing the sealing of the
20 specific Protected Material at issue. If a Party’s request to file
21 Protected Material under seal is denied by the Court, then the
22 Receiving Party may file the information in the public record unless
23 otherwise instructed by the Court.

24 12.4 Admissions and Waivers. Neither the entry of this Stipulated
25 Protective Order, nor the designation of any information or documents
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY,” or failure to make such a designation,
28

1 shall constitute evidence or any admission with respect to any issue in
2 the case, and shall not constitute a waiver of any objections to the
3 disclosure of such information. Nothing in this Stipulated Protective
4 Order shall be construed as waiving any objections of either Party as to
5 the admissibility of a particular document into evidence. Moreover,
6 nothing in this Stipulated Protective Order shall be construed as to
7 require any Party to disclose to any other Party any
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” information, or to prohibit any Party
10 from refusing to disclose “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information to any
12 other Party.

13 **13. FINAL DISPOSITION**

14 Unless otherwise ordered or agreed to in writing by the Producing Party,
15 within sixty (60) days after the final termination of this Action by settlement or
16 exhaustion of all appeals, all parties in receipt of Protected Material shall use
17 reasonable efforts to either return such materials and copies thereof to the
18 Producing Party or destroy such Protected Material and certify that fact in writing.
19 The Receiving Party’s reasonable efforts shall not require the return or destruction
20 of Protected Material from (1) disaster recovery or business continuity backups, (2)
21 data stored in back-end databases critical to application operability and system-
22 generated temporary folders, (3) archived data with limited end-user accessibility,
23 or (4) material that is subject to legal hold obligations or commingled with other
24 such material. Backup storage media will not be restored for purposes of returning
25 or certifying destruction of Protected Material, but such retained information shall
26 continue to be treated in accordance with the Stipulated Protective Order and
27 destroyed in due course.
28

Counsel for the Parties shall be entitled to retain copies of court papers (and exhibits thereto), correspondence, pleadings, deposition and trial transcripts (and exhibits thereto), legal memoranda, expert reports, communications, and attorney work product that contain or refer to Protected Material, provided that such counsel and employees of such counsel shall not disclose such Protected Material to any person, except pursuant to court order. Nothing shall be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility.

14. VIOLATION

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 14, 2025

LATHAM & WATKINS LLP

/s/ Jennifer L. Barry

Jennifer L. Barry

Adam A. Herrera

Ryan R. Owen

Attorneys for Plaintiff

1661, Inc. d/b/a GOAT

Dated: April 14, 2025

VENABLE LLP

/s/ Ari N. Rothman

Ari N. Rothman

Sarah S. Brooks

Alexandra L. Kolsky

Attorneys for Defendants
Culture Kings USA, Inc., TF
Intellectual Property Pty Ltd., and
Simon Beard

ATTESTATION OF CONCURRENCE IN FILING

In accordance with L.R. 5-4.3.4, I attest that I have obtained the
concurrence of all other signatories in the filing of this document.

Dated: April 14, 2025

LATHAM & WATKINS LLP

By: /s/ Jennifer L. Barry
Jennifer L. Barry

Attorneys for Plaintiff
1661, Inc. d/b/a GOAT

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 04/14/2025



Maria A. Audero
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [address], declare under penalty of perjury that I have read in its
entirety and understand the Protective Order Governing Confidential Materials
("Stipulated Protective Order") that was issued by the United States District Court
for the Central District of California in the case of *1661, Inc. v. Culture Kings USA, Inc., et al.*, No. 2:24-cv-08420. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order, and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Stipulated Protective
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full name] of _____
_____ [address and telephone number]

as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____